

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

Between:

TOWNSHIP OF CRANFORD,
UNION COUNTY, NEW JERSEY

and,

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 37

LIBRARY
Institute of Management and
Labor Relations

APR 19 1976

RUTGERS UNIVERSITY

January 1, 1975 through December 31, 1976

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PREAMBLE

This Agreement entered into this 20th day of January, 1976 by and between the TOWNSHIP OF CRANFORD, in the County of Union, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL # 37, hereinafter called the "F.M.B.A.", has been negotiated in accordance with Chapter 123 of the Public Laws of 1974 and represents for the duration of the Agreement the complete and final understanding on all bargainable issues between the Township and the F.M.B.A.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the F.M.B.A. for the purposes of collective negotiations as the exclusive representative of salaried uniformed fire fighters within the Township of Cranford Fire Department excluding the Chief, Deputy Chief, Captains, Officers and all other employees of the Township. Reference in this Agreement to males shall include females as well.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administration control of the Township Government and its properties and facilities, and the employment activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the Township of Cranford.

Article II continued:

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the F.M.B.A. for the purposes of collective negotiations as the exclusive representative of salaried uniformed fire fighters within the Township of Cranford Fire Department excluding the Chief, Deputy Chief, Captains, Officers and all other employees of the Township. Reference in this Agreement to males shall include females as well.

ARTICLE III

MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

A. No more than two (2) members of the F.M.B.A. Negotiating Committee shall be granted leave from regular duty without loss of regular straight time pay for meetings with the Township Committee for the purpose of negotiating the terms of a contract. The prior permission for such leaves from regular duty must first be obtained from the employee's immediate superior.

B. No more than one (1) member of the F.M.B.A. Grievance Committee shall be granted leave from duty without loss of regular straight time pay for meetings between the Township and the F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

C. There shall be five (5) members of the F.M.B.A. granted leave without loss of regular straight time pay to attend and serve as delegates to the Annual State FMBA Convention. The Township and the F.M.B.A. agree to be bound by the provisions of N.J.S.A. 11:26C-4, where applicable, provided that the fire fighting capability of the Cranford Fire Department will not be diminished by the absence of these firemen; such determination to be made by the Fire Chief.

D. The Executive Delegate of the F.M.B.A. shall be granted leave from duty without loss of regular straight time pay for all local, regional and state meetings when such meetings take place at a time during which such officer is scheduled to be on duty.

Article III continued:

E. The F.M.B.A. shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible insofar as legally possible for the adherence to the terms and conditions of this Agreement by such members.

F. The Township agrees to furnish a copy of this Agreement to each employee covered under this Agreement.

ARTICLE IV
NOTIFICATION

A. Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the F.M.B.A. within twenty-four (24) hours of their promulgation.

ARTICLE V
GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement and may be raised by an individual, the F.M.B.A. on behalf of an individual or group of individuals or the Township.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement with the exception of the Township initiated grievances which will proceed in accordance with Section C, and shall be followed by its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

In the event that the grievance cannot be settled by Step One above, the written grievance may be filed with the Chief within

five (5) working days on a form furnished by the Township. If a grievance is filed, the Chief must answer in writing within five (5) working days.

Step Three:

If such grievance is not resolved by Step Two above, the employee shall within five (5) working days after the response from the Chief, submit his grievance in writing to the Township Committee's Grievance Committee appointed by the Mayor. The three (3) person Grievance Committee shall hold a hearing on such grievance within twenty (20) working days after submission, and shall have ten (10) working days thereafter to reach its decision with respect thereto. A representative of the F.M.B.A. may attend such hearing. The Grievance Committee shall set forth its findings and such conclusions in writing and shall submit a copy thereof to the F.M.B.A. Failure to hold a hearing or submit an answer in writing within the time structure shall move the grievance to Step Four.

Step Four:

a. If such grievance is not settled by Step Three above, it may be submitted for non-binding arbitration to the American Arbitration Association for the selection of an arbitrator in accordance with the rules and regulations of the American Arbitration Association. Such submission shall be made no later than ten (10) working days following the determination by the Township Committee's Grievance Committee.

b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

c. The cost for the services of the arbitrator shall be borne equally between the Township and the F.M.B.A. Any other expenses shall be paid by the party incurring same.

C. The Township may institute action under the provisions of this Article within five (5) working days after the event giving rise to the grievance has occurred. Such grievances shall be filed directly with the Executive Board of the F.M.B.A. and an earnest effort shall be made to settle the differences between the Township and the F.M.B.A. If such grievance is not settled, it may be submitted to the American Arbitration Association. Such submission shall be made not later than ten (10) working days following failure by the parties to resolve the differences.

D. Grievance conferences and arbitration hearings shall be held at the Municipal Building. Provided prior permission has been secured from the Chief, a representative from the F.M.B.A. whose presence is required to resolve grievances shall be released from work without loss of regular straight time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonably required for the purposes of appearing at an arbitration hearing shall, if prior permission is secured from the Chief, be made available during working hours if necessary without loss of regular straight time pay for the purpose of appearing at arbitration hearings.

ARTICLE VI

MANPOWER

A. In order to protect the health and safety of fire department employees and the residents of the Township, the Township Committee shall make every reasonable effort to maintain the existing manpower of each shift.

ARTICLE VII

HOURS OF EMPLOYMENT

A. The number of hours worked each day during the eight (8) week cycle shall be as set forth in the Schedule hereto attached as Schedule A.

B. Section 11-9 of the Revised Ordinances of the Township of Cranford, New Jersey (1968) shall be repealed. Firemen are to be considered available for duty at all times except when on vacation and they shall respond promptly when their services are required.

ARTICLE VIII

OVERTIME

A. Regular Overtime:

1. When a fire fighter is called back for a full day or night shift, he will be given straight overtime pay on an hour for hour or any part thereof basis for all hours worked over forty-two (42). Overtime will be based on the individual employee's hourly rate.

2. Effective July 1, 1975 the aforementioned overtime shall be paid on the basis of time and one half.

B. Emergency Recall:

1. Any part of the first overtime hour shall constitute one (1) complete hour, and any portion of each succeeding hour shall be compensated on a minute for minute basis. Since fire fighters are receiving overtime pay for the first overtime hour for answering an emergency call, the Chief in his discretion may require fire fighters who are receiving such overtime to remain on duty until the apparatus is back in service or back taps have sounded.

C. Overtime List:

1. A rotating overtime list shall be established by the Chief. If the need arises to call in a fire fighter for overtime work, the following procedure shall be followed:

a. The Chief or his representative shall

give first consideration to those on the top of the overtime list, if a man is asked and refuses, his name is automatically skipped until all other men on that list have been contacted.

b. If a fire fighter cannot be contacted, his name remains eligible for the next opportunity.

c. If the Chief of the Department or his representative cannot find anyone to accept the duty, he has the right to order a man into work to fill the vacant position.

D. If a man is called in for overtime to fill a tour of duty and is then dismissed before completing such tour of duty (ten (10) or fourteen (14)) hours) he will be compensated for the full tour.

E. When the need to fill a position on a shift is known in advance, the Department Head or his representative should schedule a replacement from the overtime list as far in advance of such date as possible.

F. All overtime pay shall be paid quarterly on the following schedule:

1. First Quarter - First Pay in May
2. Second Quarter - First Pay in August
3. Third Quarter - First Pay in November
4. Four Quarter - First Pay in February

ARTICLE IX
FIRE SAFETY PATROL

A. In addition to the duties currently performed by firemen, the Fire Department will operate a Fire Safety Patrol whose duties are set forth in the Schedule entitled, Fire Safety Patrol Duties attached hereto as Schedule B.

B. A man shall be assigned to the dispatch desk at headquarters at all times.

C. While on duty firemen shall be expected to perform fire department duties at all times, including (but without limitation) training, fire safety patrol, maintenance of equipment, inspection and any other fire related duties as may be prescribed by their superior.

ARTICLE X

ACTING CAPTAINS

A. Whenever a fireman is required to serve as an Acting Captain, because of vacations, illness, injury or terminal leave or similar cause for a period of fifteen (15) calendar days or more, he shall receive the appropriate rate of pay for the Captain during such period as set forth in the applicable salary ordinance. Such period of service must be continuous and shall not be cumulative. Payment of the Captain's rate of pay shall be retroactive to the first day of such continuous assignment. If a Captain is not available, a fireman will be selected from a rotating list prepared by the Chief.

B. Captains may be rotated or designated as replacements in the event a line captain is not available, at the discretion of the Chief.

ARTICLE XI

LEAVE OF ABSENCE

A. Sick leaves, leaves of absence, disability leaves, funeral leaves, military leaves and terminal leaves shall be set forth in the applicable section of the personnel ordinance of the Township.

ARTICLE XII

SALARIES

A. The annual salaries of firemen for the calendar year of 1975 exclusive of incentive program payments, shall be increased by seven (7%) percent as follows:

1. 10,777.00
2. 11,633.00
3. 12,531.00
4. 13,471.00

B. The annual salaries of firemen for the calendar year of 1976 exclusive of incentive program payments, shall be increased by eight (8%) percent as follows:

1. 11,639.00
2. 12,564.00
3. 13,533.00
4. 14,549.00

C. The base annual salary payments to firemen shall be no less than the base annual salary payments made to patrolmen for the years 1975 and 1976.

ARTICLE XIII

MERIT INCENTIVE PROGRAM

A. The Merit Incentive Program and the merit incentive payments contained in Ordinance No. 73-22 shall be continued as to the members of the Fire Department for the calendar years of 1975 and 1976.

B. The Township agrees to discuss possible changes in the Merit Incentive Program within ninety (90) days of signing of this Agreement. Any changes agreed upon shall become effective January 1, 1976. However, in the event there is no agreement on any changes the Merit Incentive Program shall remain in the Agreement as presently noted through December 31, 1976 without resort to any provisions of Chapter 123 of the Public Laws of 1974.

ARTICLE XIV
SPECIAL LEAVE

A. Members of the Cranford Fire Department may, with the approval of the Chief of the Fire Department or of the Officer in charge of the Fire Department in the absence of the Chief, be rendered special leave with pay for any days on which he is able to secure another employee to work in his place provided:

1. Such substitution does not impose any additional cost to the Township.
2. Such substitute shall be of equal or higher classification of fire fighter (except for probationary fire fighters).
3. The efficiency of the Department is not diminished.

ARTICLE XV

CLOTHING ALLOWANCE

A. All firemen shall receive a clothing allowance of three hundred dollars (\$300.00) for each calendar year.

ARTICLE XVI

VACATIONS

A. Members of the Fire Department shall be granted annual vacation leave with pay each year as follows:

<u>Completed Years of Service</u>	<u>Amount of Vacation Leave</u>
Less than one (1) year	One half (1/2) working day for each full calendar month of service, not to exceed six (6) working days.
1 to 10 (continuous)	Eight (8) working days vacation during each year.
11 to 20 (continuous)	Twelve (12) working days vacation during each year.
21 to 30 (continuous)	Sixteen (16) working days vacation during each year.
31 to 40 (continuous)	Twenty (20) working days vacation during each year.
41 & up (continuous)	Twenty-four (24) working days vacation during each year.

B. Working days shall mean both day and night shift. Working days for the purpose of computing length of vacation shall be based on the forty-two (42) hour average work week in an eight (8) week cycle as described in Article VII of this Agreement "Hours of Employment" and hereto attached as Schedule A. For those employees working a schedule other than that described above, they shall have their vacation computed as if they were working above said schedule. Seniority within the shift shall be the basis

for determining preference of vacation.

C. Up to a maximum of eight (8) working days vacation may be carried forward from one (1) calendar year to the next upon request to and approval of the Chief. The Chief's approval, however, is subject to final review and approval of the Township Administrator who shall have sole discretion in this matter and whose decision shall not be subject to the Grievance Procedure.

D. Firemen may request a "split" vacation which request shall be subject to the approval of the Chief. The Chief's approval is, however, subject to final review and approval of the Township Administrator who shall have sole discretion in this matter and whose decision shall not be subject to the Grievance Procedure.

E. In the event a fire fighter incurs an injury or is ill for four (4) consecutive work days or more, or is confined to a hospital immediately prior to his scheduled vacation, such vacation shall be re-scheduled. The re-scheduling shall take place with the approval of the Chief and, if possible, without the re-scheduling of other personnel and provided that there is no interference with the operation of the Township.

ARTICLE XVII

RESIGNATION AND PROBATIONARY PERIODS

A. Resignations and probationary periods shall be as set forth in the Personnel Ordinance except that the probationary period of a fire fighter shall be eighteen (18) months.

ARTICLE XVIII

HEALTH, LIFE AND DISABILITY INSURANCE

A. Firemen and their families shall be entitled to hospitalization benefits and surgical benefits, including Rider J. In addition, each fireman shall be provided with major medical benefits. An optional arrangement is available for the firemen and their families for major medical benefits at the present rate of one dollar and forty-seven cents (\$1.47) per month for each fireman. Each fireman shall also be entitled to a Group Term Life Insurance policy in the amount of two thousand dollars (\$2,000.00) with double indemnity provision for service connected death or disability. The aforementioned insurance policy will be increased to three thousand (\$3,000.00) dollars upon the signing of this Agreement or as soon thereafter as may be implemented by the insurance company. If any employees of the Township receive the benefit of a dental plan, the firemen shall also receive such benefit. Each fireman is also entitled to dismemberment benefits in accordance with the existing schedule set forth in the present policy.

B. The Township will endeavor to provide hospitalization benefits including Rider J, major medical and surgical benefits to all employees and their spouse after retirement and will continue the benefits in the event of the retired employee's death until the re-marriage or death of the spouse. This Section is contingent upon the Township being able to secure appropriate insurance coverage from a carrier to cover retired employees as noted herein.

C. The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE XIX

HOLIDAYS

A. The members of the Fire Department shall be paid in addition to their annual salaries for twelve (12) legal holidays at the regular daily rate of compensation. The daily rate of compensation for the following twelve (12) legal holidays enjoyed by other municipal employees:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. Firemen shall have the option of selecting compensatory time in lieu of pay for any or all of the twelve (12) said paid holidays from the said list of legal holidays enjoyed by other municipal employees provided they advise the Township Treasurer of such selection not later than November 1, 1975 and November 1, 1976 for the calendar years 1975 and 1976 respectively.

ARTICLE XX

DEATH BENEFITS

A. A fireman's beneficiary shall be paid for the following:
accrued sick leave, accrued vacation time, accrued terminal leave, accrued
holiday, accrued overtime hours for which compensation has not been re-
ceived, and such other benefits as may have accrued under the Personnel
Ordinance.

ARTICLE XXI

NO-STRIKE PLEDGE

A. The F.M.B.A. covenants and agrees that during the term of this Agreement neither the F.M.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i. e. the concerted failure to report for duty, or wilfull absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk out or other job action against the Township. The F.M.B.A. agrees that such action would constitute a material breach of this Agreement. The F.M.B.A. further agrees that its members upon direction by the Chief, or his designee, will respond to cover in other municipalities where a fire or emergency or rescue activity is in progress.

B. The F.M.B.A. agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned. The F.M.B.A. actions will include, but not be limited to, publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

C. In the event of a strike, slow down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the F.M.B.A. or its members.

ARTICLE XXI-A
PRIOR PRACTICES

A. All other rights, benefits and privileges enjoyed by both parties hereto which are not specifically provided for or abridged in this Agreement as hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the employees by the laws of the United States of America, laws of New Jersey, or Township Ordinances of Cranford. It is understood that this provision will remain in force until the expiration of this Agreement.

ARTICLE XXII

NEGOTIATIONS

A. The parties agree that any negotiations and/or mediations sessions conducted by and between the parties shall be private and that neither side shall release information to the public and/or the media concerning the deliberations at the sessions or the issues discussed.

B. In the event the parties are unable to resolve their differences through the mediation process and negotiations proceed to fact-finding, either side may issue releases to the media.

C. Nothing contained herein shall prohibit the parties from jointly making statements to the media in the event they agree to do so.

ARTICLE XXIII

SENIORITY

A. For the sole purpose of scheduling vacations, seniority shall be based upon uninterrupted service time from the date of last hire as a paid fire fighter for the Township of Cranford. In the event of a tie, the high card in a draw shall determine the most senior individual.

ARTICLE XXIV

SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVI

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1975, and shall remain in effect to and including December 31, 1976 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey, on this 26th day of January, 1976

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL NO. 37

By *Robert A. Pirella*
President F.M.B.A. #37

Robert A. Pirella
Robert A. Pirella
Robert A. Pirella

Attest:

Robert A. Pirella

TOWNSHIP OF CRANFORD,
UNION COUNTY, NEW JERSEY

By *Robert A. Pirella*
Robert A. Pirella

Attest:

Robert A. Pirella
Robert A. Pirella

Schedule A

42 HOUR AVERAGE WEEK
IN
8 WEEK CYCLE

Daily Schedule in Cycle

SEVEN REPEATS OF BELOW 8 DAY CYCLE
= 42 HOUR Avg. WORK WEEK

SQUAD Number	DAY IN 8 DAY CYCLE							
	1 ST	2 ND	3 RD	4 TH	5 TH	6 TH	7 TH	8 TH
#1	D	D	O	N	N	O	O	O
#2	O	O	D	D	O	N	N	O
#3	N	O	O	O	D	D	O	N
#4	O	N	N	O	O	O	D	D

Code

D = DAY SHIFT - 8AM To 6PM - 10 HOURS

N = NIGHT SHIFT - 6PM To 8AM - 14 HOURS

O = NOT ON DUTY

OFFICE OF THE
TOWNSHIP ADMINISTRATOR
CRANFORD, N. J.
RECEIVED

JAN 2 1975

AM
7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6 PM

SCHEDULE B

FIRE SAFETY PATROL DUTIES

11/30/71

Members of the Fire Department, when assigned to safety patrol, shall perform the following duties:

1. Be on constant lookout for fires or possible causes of fire within the area assigned and use due diligence in discovering and reporting the same as well as extinguishing and abating fires whenever possible.

2. Be on constant lookout for fallen or dangling electric wires or other similar hazards and immediately notify Fire Headquarters who in turn shall notify Police Headquarters of existence of the same and their location and guard such wires and hazards in order to prevent injury or damage to persons and property.

3. Check fire signal call boxes and fire hydrants and report promptly any damage thereto to Fire Headquarters who in turn shall notify Police Headquarters.

4. Make fire prevention and safety inspections and render services in connection with the various codes for fire prevention and the safety of the public.

5. Assist the Police Department with accident when Fire Department presence is needed and remain at the scene as required.

6. While on patrol, report to Fire Headquarters and stand by all accidents, request assistance of First Aid Squad and render first aid when required.

7. Be on constant lookout for Fire Code infractions and use diligence in discovering and reporting the same to Fire Headquarters. Where necessary protect persons and property from threatened wrong, and lodge and prosecute proper complaints.

8. Whenever a disturbance occurs within the patrol limits or the immediate vicinity thereof immediately notify Fire Headquarters who will in turn notify the Police Department and use his best efforts to rectify the situation.

9. Patrol emphasis shall be given to schools, churches, public buildings, vacant lots, playgrounds and areas surrounding same, multiple dwellings and areas of new construction.

10. Patrol those areas designated by the Fire Department which may be experiencing excessive false fire alarms, arson, malicious mischief, pertaining to fire related conditions.

11. Patrol personnel when summoned to ambulance calls will aid and render assistance in readying the patients for ambulance transportation.

12. If, while performing the aforementioned duties, a member of the fire department is directed to a fire alarm, he

shall immediately cease such duties and shall respond to the fire alarm, except in an instance where danger to the life of a person would result by the cessation of such exercise of duties. In such latter instance, a member of the fire department shall continue to exercise such duties until relieved. Every reasonable effort shall be made to notify the Fire Department Control desk that he is unable to respond to the alarm.

13. A member of the Fire Department, when assigned to patrol duties, shall furnish such information or render such emergency assistance as may be consistent with his duties to all persons who may request the same.

14. A member of the Fire Department, when assigned to patrol duties, shall note all activities within his patrol limits, and shall thoroughly acquaint himself with all parts of his patrol district including the names and locations of streets, the location of public buildings, schools, industrial areas, parks, etc. While on such duty, he shall have a city map available.

15. A member of the Fire Department, when assigned to patrol duties, upon returning to duty after being absent for any reason whatsoever, shall immediately familiarize himself with all official orders and other pertinent information available concerning his duties.

16. A member of the Fire Department is prohibited from revealing any information whatsoever concerning injury or damage to persons or property except to duly constituted authorities.

17. A member of the Fire Department, when assigned to patrol duties, shall not communicate verbally or in writing, directly or indirectly, in any form or manner, any information which may tend to defeat the ends of justice. Every member shall treat as confidential the official business of the Fire Department or any other municipal department. He shall not impart any information concerning the official business of such departments to anyone except those for whom such information is intended, or as directed by superior officers or under process of law; and he shall not make known to any person any special order which he may receive unless required to do so by the nature of the order.

18. Essentially, the Fire Safety Patrol program is an integral part of the department's primary function, namely, fire protection and adjunct programs of in-service fire training, building and service inspections, etc.

19. Personnel on Fire Safety Patrol duty shall maintain a complete record of all activities occurring during their patrol assignment on special report forms.

20. Members of the Fire Department while on Fire Safety Patrol, may be required to perform such other fire related duties as may be assigned by the Commissioner of Public Safety, the Chief of the Fire Department or his designated representative.

21. Safety Patrol vehicles shall be manned by one fireman under normal conditions.

22. The normal duration of patrol shifts shall be three (3) hours per day and the number of patrol shifts shall be at the direction of the Commissioner of Public Safety, the Chief of the Fire Department or his designated representative.

23. Patrol shifts may be temporarily suspended at the discretion of the Fire Chief or his designated representative.